

# How to Reject a Tenant (Without Getting Sued)

For “Open Parks” – those not designated 55+, here’s how to reject an applicant without the potential for opening yourself up to legal liability.

## **What to Avoid:**

Avoid statements about the person’s class during tenant screening or their ethnicity, race, gender etc.

Don’t say “You’re not the type” of tenant who would “fit in” to the property.

Don’t mention the proximity of the rental to a religious institution,

Don’t describe the ethnic or racial make up of the neighborhood.

Don’t state that a property is a good match for a young family or a single person.

Don’t reject because they are dressed in a certain way may also be considered discriminatory dressed like a “gangster” can imply racial stereotyping and discrimination.

When making a determination about an applicant from a previous landlord or personal reference, stick to the same rules and only act on information that specifically relates to the person’s behavior, e.g. chronically late rent payments or disruptive actions, and not concerns generated from that reference’s own personal biases.

## **Honesty is the Best Policy**

Don’t try to sugar-coat a rejection, or you could talk yourself right into a legal action. Give the applicant the reason for the rejection. This will offer them closure without the need for further legal action.

## **Credit Reports**

If the rejection is based on something in the tenant’s credit report, you have a legal duty to tell them so. In addition, you must tell them which credit reporting agency gave you the information in the event they want to dispute the credit report.

Landlords can reject someone outright for credit problems. You should, however, be prepared to justify how you made the decision. You must enforce the same credit threshold with every applicant.

## **Criminal Background Checks**

Reject tenants with criminal history that could spell bad behavior as a renter – check fraud, disorderly conduct, for instance, and any violent or aggressive behavior that could place other tenants or neighbors at risk. Some landlords are willing to let minor offenses slide, like parking tickets or traffic infractions. Wherever you decide to draw the line, apply it evenly to all applicants.

### **Eviction Reports**

Tenants with a history of eviction can be rejected. The cost of an eviction is significant, not just in legal fees, but in time lost without payment of rent. A contested eviction can take months to resolve. Once an eviction proceeding is filed, the tenant may be more likely to damage the rental property, and those costs can be enormous.

## Resident Relations Programs



Dick Bessire a Wallace E. Carr Award winner and the founder of Bessire & Casenhiser, inc. a full service property management company. He can be reached at 909.594.0501 phone, 909.594.5275 fax, and email; [reb@bessire-casenhiser.com](mailto:reb@bessire-casenhiser.com)

Over the years we have continued to try and have programs available to our resident homeowners that encourage a positive relationship between residents and management/ownership. We have supported the Frank J. Evans Scholarship Program since its inception. In fact, we just had an owner match the scholarship won by a resident in his community. There are many other programs we have available:

We try to encourage students to get better grades by awarding McDonalds gift certificates for good report cards and Honor Roll students.

We have brought in the Red Cross to give free swimming lessons at the start of the summer.

We have set up programs for younger residents to assist older residents with yard cleanups and other maintenance they might not be able to do themselves.

We have worked with local colleges to conduct English and other classes in community facilities. We have also set up a program with a local college to send in teams of students to do whatever is needed for a resident at their individual home site. Things like yard cleanup, washing and painting the home, and mak-

ing repairs. The City of Azusa actually now furnishes us with trash bins and we now have up to 100 or more students who do their community service at the park.

Funding social activities through recycling programs or organizing food drives for the local community during the holidays are simple ways of strengthening the community. We have set up a program with the local Vons supermarket for weekly pickup of bread and other perishable items at the end of their shelf life in the store. For the program to work, a team must pickup each and every week, with no exceptions. Our managers take dinner to those residents who cannot attend park functions due to health issues, and we have health fairs for our communities that cater to residents 55 and over. These fairs include such amenities as free flu shots, eye exams and blood pressure checks, as well as healthy meal counseling with dieticians. We have set up programs where we purchase items that residents need but normally wouldn't be able to afford. For example, purchasing replacement awnings for homes and then selling them to residents at cost. We also have several programs where we

front money through a no interest loan. This loan is for residents who have limited resources to make necessary repairs or upgrades to their homes. We also have incentives for residents who want to upgrade old asphalt driveways and replace them with new concrete driveways.

This list is full of grand gestures that show your community you care, but we don't need to rely solely on such lavishness to make a positive impact in our community. Something as simple as a Fourth of July celebration that honors veterans in the community, having a catered meal for a major holiday celebration, or having a used clothing bin in the park are easy ways of giving back. ■

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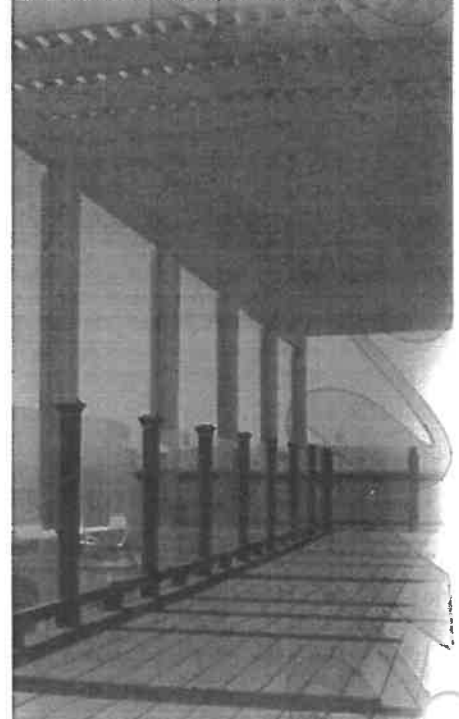
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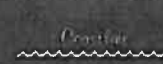


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## LEGAL BUMPER CLAUSES 2012

For Leases and Rules!

**PREFACE:** Management of your community offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, religion, sex, handicap, familial status nor national origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or in providing real estate brokerage services. Your rights as a resident, and your manufactured community operator's rights, are protected by sections 3733.09-3733.20 of the Ohio Revised Code, which regulates manufactured home communities. (Check for Local Laws about Gender Orientation or Sexual Orientation)

### **CONCLUSION:**

**PLEASE BE ADVISED THAT YOUR RIGHTS AS  
A RESIDENT AND YOUR MANUFACTURED  
HOME COMMUNITY OPERATOR'S RIGHTS ARE  
PROTECTED BY SECTIONS 3733.09 TO 3733.20  
OF THE OHIO REVISED CODE, WHICH  
REGULATE MANUFACTURED HOME RENTAL  
AGREEMENTS.**

**5321.15 Residential premises landlord restrictions.**

(A) No landlord of residential premises shall initiate any act, including termination of utilities or services, exclusion from the premises, or threat of any unlawful act, against a tenant, or a tenant whose right to possession has terminated, for the purpose of recovering possession of residential premises, other than as provided in Chapters 1923., 5303., and 5321. of the Revised Code.

(B) No landlord of residential premises shall seize the furnishings or possessions of a tenant, or of a tenant whose right to possession has terminated, for the purpose of recovering rent payments, other than in accordance with an order issued by a court of competent jurisdiction.

(C) A landlord who violates this section is liable in a civil action for all damages caused to a tenant, or to a tenant whose right to possession has terminated, together with reasonable attorneys fees.

**APPLICATION TO:  
[NAME OF COMMUNITY]**

---

I/WE [as applicants], \_\_\_\_\_, DO  
HEREBY MAKE VOLUNTARY APPLICATION to LOT# \_\_\_\_\_ at the following  
address: \_\_\_\_\_ within the \_\_\_\_\_ [Name of  
Community].

**I/WE AGREE AS APPLICANTS AGREE THAT THE DESIGNATED RENTAL FEE SHALL COMMENCE ON THAT DATE. FURTHER, I/WE AGREE THAT, IF ACCEPTED FOR RESIDENCE IN THE PARK, ALL RULES AND REGULATIONS AS SET FORTH BY THE MANAGEMENT FOR THE OPERATION AND MAINTENANCE OF THE PARK WILL BE ACCEPTED AND ABIDED BY ME/US. I/WE ALSO AGREE TO PLACE, HEREWITH, ALL APPLICABLE FEES AS SET FORTH BY THE MANAGEMENT.**

**PLEASE ANSWER ALL QUESTIONS COMPLETELY**

FULL  
NAME \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DATE OF BIRTH \_\_\_\_/\_\_\_\_/\_\_\_\_

MARRIED \_\_\_\_\_ (Y/N)

CURRENT ADDRESS - OWN \_\_\_\_\_ RENT \_\_\_\_\_:

Email: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ NUMBER AND STREET  
CITY, STATE, ZIP  
PHONE (incl. Area Code)

EMPLOYER: \_\_\_\_\_

HOW LONG? \_\_\_\_\_

EMPLOYER'S PHONE: \_\_\_\_\_ SOURCES

OF ALL MONTHLY INCOME: \_\_\_\_\_

AMOUNT OF MONTHLY INCOME, INLCUDING  
EMPLOYMENT \_\_\_\_\_

**SPOUSE OR ADDITIONAL OCCUPANT(S) INFORMATION:**

FULL  
NAME \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DATE OF BIRTH  
\_\_\_\_/\_\_\_\_/\_\_\_\_

EMPLOYER: \_\_\_\_\_ HOW LONG? \_\_\_\_\_

MONTH INCOME \_\_\_\_\_

**WILL ANYONE ELSE BE RESPONSIBLE FOR THE MONTHLY RENT PYMT?**

\_\_\_\_\_ (YES/NO)

**IF YES, COMPLETE THE FOLLOWING:**

FULL NAME \_\_\_\_\_

SOC. SEC.

NO. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE:

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**LIST FULL NAME AND BIRTHDATE OF EACH MINOR CHILD TO RESIDE IN THE HOME:**

\_\_\_\_\_ BIRTH: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_ BIRTH: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_ BIRTH: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**LIST FULL NAME AND BIRTHDATE OF ALL OTHERS WHO WILL RESIDE IN THE HOME:**

\_\_\_\_\_ BIRTH: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**MOBILE HOME DATA — WE CANNOT PROCESS WITHOUT ALL INFORMATION!**

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

SIZE: \_\_\_\_\_ x \_\_\_\_\_ COLOR: \_\_\_\_\_ PREVIOUS OWNER: \_\_\_\_\_

#BEDRMS \_\_\_\_\_ #BATHS \_\_\_\_\_ CENTRAL AIR: Y N SERIAL \_\_\_\_\_

# \_\_\_\_\_ TO BE INSURED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_ FINANCED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_ PURCHASE PRICE: \$ \_\_\_\_\_ DOWN PAYMENT AMOUNT: \$ \_\_\_\_\_

PLEASE PRINT EXACTLY HOW HOME WILL BE TITLED – NAME(S): \_\_\_\_\_

**PET INFORMATION: CAT/DOG Yes NO Identify Each \_\_\_\_\_**

**ILLEGAL ACTIVITY:** Have you or any other occupant residing in the home ever been convicted for the use, possession, transfer or creation of illegal drugs? \_\_\_\_ Yes \_\_\_\_ No. If yes, state who, when and where. \_\_\_\_\_

Are you a required to register as a sex offender? \_\_\_\_ Yes \_\_\_\_ No

Have you or any other occupants residing in the home ever been convicted of a felony? If yes, state who, when and where? \_\_\_\_\_



**AUTOMOBILE DATA:**

YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ PLATE \_\_\_\_\_  
# \_\_\_\_\_ STATE \_\_\_\_\_  
YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ PLATE \_\_\_\_\_  
# \_\_\_\_\_ STATE \_\_\_\_\_

**CREDIT DATA – LIST AT LEAST THREE CREDIT REFERENCES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CURRENT LANDLORD OR MORTGAGE HOLDER**

\_\_\_\_\_  
PHONE: \_\_\_\_\_

**NAME AND PHONE NUMBER OF PREVIOUS LANDLORD:**

\_\_\_\_\_  
PHONE: \_\_\_\_\_

**LIST TWO PERSONAL REFERENCES (NOT RELATED TO YOU):**

\_\_\_\_\_  
PHONE: \_\_\_\_\_

\_\_\_\_\_  
PHONE: \_\_\_\_\_

**IN CASE OF AN EMERGENCY PLEASE NOTIFY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NAME  
ADDRESS  
CITY AND STATE  
PHONE – INCL. AREA  
( )  
CODE

\*\*\*A \$ \_\_\_\_\_ .00 NON-REFUNDABLE FEE MUST ACCOMPANY THIS APPLICATION FOR PROCESSING – APPLIED TO ADMINISTRATIVE FEE UPON APPROVAL\*\*\*

**NOTE:** YOUR SIGNATURE(S) BELOW (1) ALLOWS OUR FIRM TO CONDUCT A FULL INVESTIGATION INTO YOUR CREDIBILITY AND CHARACTER, INCLUDING CREDIT AND CRIMINAL CHECKS, AND (2) ATTESTS THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT. **ANY FALSE STATEMENT(S) WILL RESULT IN APPLICATION DENIAL.**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**SPOUSE/ROOMMATE:** \_\_\_\_\_

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**MANAGEMENT TO COMPLETE**

**FEES:** \$ \_\_\_\_\_ .00 ADMINISTRATIVE FEE (NON-REFUNDABLE)  
\$ \_\_\_\_\_ .00 SECURITY DEPOSIT  
\$ \_\_\_\_\_ .00 FIRST MONTH'S RENT (MO. \_\_\_\_\_)

\$           .00 PLUS OTHER ADDITIONAL (identify) \_\_\_\_\_  
\$           .00 TOTAL MOVE-IN COSTS / FEES  
\$           -.00 DEPOSIT RECEIVED -Check / Money Order # \_\_\_\_\_  
\$           .00 TOTAL / BALANCE TO BE PAID **BEFORE MOVE-IN**

APPLICATION TAKEN BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ APPROVED  
\_\_\_\_\_ DENIED \_\_\_\_\_

PAST RESIDENT'S RENT CURRENT? \_\_\_\_ YES \_\_\_\_ NO ◀ IF NO, AMOUNT  
DEL. \$ \_\_\_\_\_

HOME INSPECTION COMPLETED? \_\_\_\_ YES \_\_\_\_ NO ◀ COPY  
ATTACHED? \_\_\_\_\_ (Y/N)

(AP-REV. 10/11)

APPLICATION – PAGE 2

## MODEL AGREEMENT OF LEASE

This agreement of LEASE (hereinafter the "lease") is entered into this date of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter the "Landlord") and \_\_\_\_\_ (hereinafter the "Resident") residing on the leased premises referred to below.

**The Landlord and Resident agree as follows:**

### 1. Leased Premises

Landlord, in consideration of the rents to be paid and covenants to be performed by Resident hereunder, hereby leases to Resident for the term and subject to the covenants and conditions hereinafter set forth the following described premises (herein "the premises"):

A certain lot known generally as lot number \_\_\_\_\_ in the \_\_\_\_\_ Mobile Home Park, located at \_\_\_\_\_ Ohio \_\_\_\_\_.

### 2. Term

The term ("term") of this Lease shall commence on \_\_\_\_\_, 20\_\_\_\_, (the "commencement date"). This lease shall be effective for one year and shall expire on \_\_\_\_\_ ("the expiration date"). Thirty days prior to the expiration date, Landlord shall offer the Resident a subsequent lease as agreed by the parties.

### 3. Rent

Resident shall pay Landlord as rent for the premises during the term of this Lease the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), payable in advance as monthly payments of \$ \_\_\_\_\_ until notified otherwise. The monthly installments of said rent shall be due and payable on the first day of each month, in advance, and all payments shall be payable to the Landlord at his designated address or at such other place or places as Landlord shall from time to time otherwise designate with notice to the Resident. Rent is payable no later than the fifth (5<sup>th</sup>) day. A charge of \$ \_\_\_\_\_ will be added as a charge for any rental payment paid after the fifth (5<sup>th</sup>) day for administrative expenses.

Should Resident commence tenancy on a date other than the first of a month, rent payments due and payable for the initial and final month of residency will be prorated to that portion of those months actually covered by the Lease. Except as provided herein, Resident shall pay the full cost of all utilities servicing the premises including, but not limited to, natural gas, electric, water, sewer, telephone and cable or satellite television.

Resident will also be responsible for all fees and charges incurred pursuant to the Community Rules, which are incorporated herein.

#### **4. Security Deposit**

Upon execution of this agreement, Resident shall deposit with Landlord the sum of \$ \_\_\_\_\_ which reflects one month's rental payment as security for the performance by Resident of all obligations imposed on Resident by law or this agreement. If at the termination of this agreement and delivery of possession of the Premises to Landlord, Resident has fully complied with all the provisions of this lease and has vacated the Premises thoroughly cleaned and in as good or better condition as when received from Landlord, normal wear and tear excepted, the deposit, less any amounts applied to; (a) the payment of all amounts due Landlord hereunder; (b) payment of utility or other charges payable by Resident; (c) damages or other expenses incurred by Landlord as a result of Resident's non-compliance with the law or any provisions of this agreement or the rules of the Park; or (d) damages to the Premises, fixtures or furnishings, reasonable wear and tear excepted, said security deposit shall be returned within 30 days after termination of this lease, after delivery of possession of the Premises to Landlord, and after Resident gives Landlord in writing a new or forwarding address. If such amounts under (a), (b), (c) or (d) above exceed the deposit, the Landlord will seek the excess amount from the Resident. The deposit shall not be considered as advance payment of any rent or other payment due Landlord hereunder and shall not be a measure or limitation of Landlord's damages for any default by Resident.

#### **5. Obligations of Resident**

During the term of this Lease, the Resident shall (a) keep the premises in a safe and sanitary condition; (b) dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; (c) keep all plumbing fixtures in the premises as clean as their condition permits; (d) use and operate all electrical and plumbing fixtures properly; (e) comply with requirements imposed on tenants by all applicable state and local housing, health and safety codes; (f) personally refrain, and forbid any other person who is on the premises, from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or any part of the premises; (g) maintain in good working order and condition any furnishings and other contents, if any, in or on the premises, which are supplied by the Landlord, all of which shall be maintained at the sole cost and expense of the Resident; (h) conduct himself/herself, and require other persons on the premises to conduct themselves, in a manner that will not disturb the neighbors' peaceful enjoyment of adjacent homes; (i) and except for those obligations imposed upon the Landlord as set forth in the rules of this Park, at resident's expense maintain and repair the subject premises including the yard and gardens, all appliances, furniture, furnishings and other contents in or on the premises; (j) abide by all rules adopted by the Landlord now in effect and as may be amended in the future by the Landlord governing the operation and maintenance of this community.

In accordance with Ohio laws, Resident is hereby notified that a second notice of violation of any of the terms of this lease and of the rules governing the operation of this community, including any amendments, within six months of a first notice of violation will result in the termination of this lease and all related agreements. If the Resident receives a first notice of

violation of any of the terms of this lease and of the rules governing the operation of this community, including any amendments and fails to remedy the violation within 30 days, this may also result in the termination of this lease.

A copy of the Landlord's Community Rules are attached hereto and incorporated herein, in whole and in part, by reference. The rules governing this community and all amendments thereto are incorporated herein by reference.

## **6. Repairs and Alterations**

Without the prior written consent of Landlord, resident shall not make any repairs or alterations to the leased premises and any such repair or improvement is governed by the rules and regulations of the manufactured home community.

## **7. Assignment and Sublease**

Resident shall not assign this Lease or any interest therein, and shall not sublease the premises or any interest therein, except with express written permission and consent of the Landlord. Any such sublease or assignment, even with the approval of Landlord, shall not relieve resident from liability for payment of rent and other charges or fees herein provided, or from obligation to keep and be bound by the terms, conditions, and covenants of this rental agreement and of the rules and regulations of the park. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this rental agreement or a consent to the assignment or subletting of the lot described above.

## **8. Eminent Domain**

If all or any part of the premises is taken by or sold under threat of appropriation, this Lease will terminate as of the date of such taking or sale. The entire award or compensation paid for the property taken or acquired, and for damages to residue, if any, will belong entirely to Landlord and no amount will be payable to Resident.

## **9. Landlord's Lien**

For the rents to be paid by Resident, a lien is hereby reserved upon the premises and the interest of Resident therein in favor of Landlord, prior and preferable to any and all other liens thereon whatsoever.

## **10. Default**

In the event that: (a) the rent, or any part thereof, remains unpaid for seven (7) days after it becomes due; (b) Resident's interest herein is sold under execution of other legal process; (c) Resident makes an assignment for the benefit of creditors; (d) any proceeding in bankruptcy or for a wage earner's plan, an arrangement or reorganization, or any other proceeding under any insolvency law, are instituted by or against Resident; (e) a receiver, executor or trustee is appointed for the property of Resident, or (f) Resident fails to keep any of the covenants of this Lease, it will be lawful for Landlord to re-enter and repossess the premises by any lawful means and Landlord shall be entitled to either terminate this Lease or to continue to enforce all of the

terms of this Lease according to its terms, and Landlord shall be entitled to such other rights granted by law.

### **11. Quiet Enjoyment**

Landlord agrees that if Resident pays the rents and keeps and performs the covenants of this Lease, Resident will peaceably and quietly occupy the premises during the term hereof without any hindrance, ejection or molestation by Landlord or any persons lawfully claiming under Landlord.

### **12. Notice**

All notices given under this Lease shall be in writing and considered sent upon depositing the notice addressed to the respective party at the address set forth in this Lease, in the U.S. mail, certified and postage prepaid, or by handing it to the other party in person.

### **13. Common Areas Charges and Other Fees**

(a) Landlord agrees to supervise and maintain all common areas of the park in which the premises is located. Resident agrees to pay its pro rata share of all common area maintenance costs, which shall include, without limitation, repairs and restoration of sidewalks and parking areas, common area utilities, landscaping, snow removal, and other reasonable costs and administrative expenses in maintaining the park. Such costs and expenses shall be paid on a pro rata basis by all residents of the park as part of their rent until otherwise notified.

(b) The following fees, charges and expenses also exist as part of this agreement:

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### **14. Binding Effect**

This Lease and the agreements of Landlord and Resident contained herein shall be binding upon the heirs, executors, administrators, successors, agents and assignees of the respective parties.

### **15. Governing Laws**

Unless expressly agreed otherwise by the Landlord and Resident, the terms of this lease and all related agreements shall be governed by the laws of the State of Ohio.

### **16. Acknowledgment of Receipt**

Resident acknowledges receipt of a copy of this rental agreement, showing rental and other charges and of the Park Rules which Resident has reviewed prior to signing this agreement, including all acknowledgments and a signed copy of the rental agreement after signing. The tenant/resident agrees to all further changes or amendments to the rules and regulations of this

community without further signature as a condition of occupancy. The undersigned agree that they have read and comprehend the conditions set forth herein. Legal counsel and advice is suggested prior to signature hereon.

\_\_\_\_\_  
Community Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

**PLEASE BE ADVISED THAT YOUR RIGHTS AS  
A RESIDENT AND YOUR MANUFACTURED  
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ARE PROTECTED BY SECTIONS 3733.09 TO  
3733.20 OF THE OHIO REVISED CODE, WHICH  
REGULATE MANUFACTURED HOME RENTAL  
AGREEMENTS.**

134232v1

**ACKNOWLEDGEMENT OF RECEIPT OF LEASE**

I, \_\_\_\_\_, acknowledge that on  
\_\_\_\_\_, 20\_\_\_\_\_, I received the **AGREEMENT OF  
LEASE** from Marabelle Meadows.

\_\_\_\_\_  
Name



**NAME OF MOBILE HOME PARK**

**Address**

**City, State Zip**

**Phone Number**

EXPLANATION OF FEES

Effective Date: \_\_\_\_\_

Manager:

Phone No: \_\_\_\_\_

ALL RENTAL PAYMENTS TO BE MAILED TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MONTHLY RENTAL FEE

GENERAL: BASE RENT AMOUNT \$ \_\_\_\_\_.

Due in advance of first day of each month; Rents unpaid after the 5<sup>th</sup> of the month will accrue \$1.00 per day until received at our office. The date of receipt of your check and not the date of postmark shall apply. Acceptance of any rental amount and late charges shall not constitute a waiver of the Resident's continuing responsibility to make all payments when subsequently due.

Base rental includes water, trash pick-up, sewage fee and one car space adjacent to the lot.

ADDITIONAL PERSONS

For occupants in addition to the basic two persons per mobile home, there is an extra charge of \$20.00 per month each. (Anyone staying over seven (7) cumulative days per month will be considered an additional occupant for that month and must be reported to Management by Resident.) Please note that additional occupants must be pre-approved by the Park Operator.

CHECKS THAT ARE RETURNED

Management will charge a bank service charge plus Fifteen Dollars (\$15.00) for any check or draft made by any Resident payable to the Park which is subsequently (i) returned for lack of sufficient funds or (ii) stopped or (iii) otherwise dishonored, in addition to the "late rental" fee. Management, at their option, can refuse to accept anymore personal checks from the resident after two (2) returns of such check as set forth above.

### VEHICLE FEES

If a Resident has more than one vehicle parked in \_\_\_\_\_, it shall be parked in the "Visitors' Parking Area", and there shall be an additional charge of Five Dollars (\$5.00) per month for each such additional vehicle with the requirement that a sticker shall be displayed at all times on the front windshield as supplied by Management. A charge of Three Dollars (\$3.00) shall be charged in the event of a lost or replacement sticker. (In the event that a Resident wishes to reduce or increase the number of vehicles parked within the area, the Resident shall advise \_\_\_\_\_, in writing, and a reduction or increase in the rent shall apply.)

A fee of Thirty Five Dollars (\$35.00) per month will be charged for the storage of any boat, travel trailer or recreation vehicle in areas designated by Management. Management has the right to reject requests for storage.

Note the Park Rules and Regulations regarding restrictions as to parking vehicles, etc.

### INCREASED COSTS

If the costs to \_\_\_\_\_ for water service, taxes and sewage fees are increased above the present costs, Resident will pay Resident's proportionate share of the total increase to \_\_\_\_\_ after thirty (30) days prior to Notice to the Resident.

### SECURITY DEPOSITS

As to Resident with one (1) year lease, Management reserves the right to increase security deposits (as applicable and in its discretion) to reflect and equal any increase in basic monthly rental or other monthly charges as set forth in the Explanation of Fees. In no case may a security deposit be used for payment of rent or any other fees or charges.

### ADDITIONAL CHARGES

Each Resident is provided with a copy of the applicable and most current Rules and Regulations of the park. Contained in such Rules are conditions of occupancy and responsibilities of each Resident to maintain his/her property. In the event that the Resident fails to do so, the Management reserves the right to undertake such necessary, corrective actions as reasonable and shall charge the Resident, at Management's cost, plus a reasonable administrative fee.

### SET-UP COSTS

It will not be the responsibility of Park Management to undertake any set-up requirements. It is expressly understood by each Resident that all set-up costs, including, but not limited to, all electrical, plumbing, sewer, mobile home set-up, sidewalk installation and ground leveling shall be the responsibility of the Residents alone at the Residents' sole and exclusive cost.

### VIOLATION REGARDING FEE PAYMENT

Residents are under a continuing duty to disclose any changes in their occupancy which might result in an increase in fees. Failure to undertake such disclosure constitutes a violation which may ultimately result in eviction actions against such Residents.

Date: \_\_\_\_\_

Applicant \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Applicant,

This will serve to inform you that your application with \_\_\_\_\_ to move into the manufactured home community has been rejected. We are hereby informing you of certain information pursuant to the Fair Credit Reporting Act, 15 U.S.C. Section 1681, et seq., as amended by the Consumer Credit Reporting Reform Act of 1996 (Public Law 104-208, the Omnibus Consolidated Appropriations Act for the Fiscal Year 1991, Title II, Subtitle D, Chapter 11)

1. We have denied your application on the following:

\_\_\_ Information contained in a consumer credit report obtained from a consumer credit reporting agency named in paragraph 2 of this letter.

\_\_\_ A consumer credit report containing insufficient information obtained from the consumer credit reporting agency named in paragraph 2 of this letter.

\_\_\_ Information received from a person or company other than a consumer credit reporting agency. This may include information provided in your application. You have the right to make a written request to us within sixty (60) days of receiving this letter for a disclosure of this information.

2. When a credit report is issued in making the decision, Section 615(a) of the Fair Credit Reporting Act requires us to tell you where we obtained the report. The consumer reporting agency that provided the report was \_\_\_\_\_ at the following address: \_\_\_\_\_.

3. Pursuant to Section 615 of the Fair Credit Reporting Act, we are notifying you that the above-named agency only provided information based on your application and took no part in the decision to reject your application nor can it provide an explanation for the rejection of your application.

4. You have the right under federal law, as explained in more detail in paragraphs five through seven below. Pursuant to the Fair Credit Reporting Act, you have the right to obtain a copy of your credit report, dispute its accuracy and provide a consumer statement describing your position if you dispute the credit report. If you believe your

report is inaccurate or incomplete, you may contact the consumer reporting agency listed above, at their address and/or telephone number.

5. Pursuant to Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your credit report from the consumer credit reporting agency whose name is listed above. You must request a copy within sixty (60) days from the date you receive this letter.
6. Pursuant to Section 611 of the Fair Credit Reporting Act, if you dispute any of the information in your report, you have the right to put into your report a consumer statement of up to one hundred words explaining your position, although this process may differ with reporting agencies.
7. You may have additional rights under the credit reporting or consumer protection laws of your state. For further information, you can contact local consumer protection organizations or the State Attorney General's Office, Consumer Protection.

Sincerely,

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## Winterizing Your Manufactured Home

With the worst of winter weather still yet to come, homeowners and park operators should be preparing their homes for the cold season, if they have not done so already. Below are some helpful tips for winterizing manufactured homes:



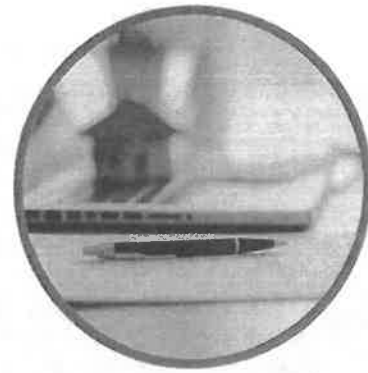
- Check the skirting around your home to make sure it is intact and undamaged.
- Check water pipes for adequate electrical tape/heat tape to help prevent your pipes from freezing in the coldest temperatures.
- Make sure your furniture doesn't cover your heating vents.
- Use draft stoppers to keep gusts of cold air from slipping in beneath your doors. You can buy them or create your own by filling a fabric tube with newspaper or simply using a rolled up towel or blanket.
- Consider adding a curtain in front of doors and windows.
- Check electrical outlets that can let heat escape your home, especially if cracked. To prevent warm air from leaking through your electrical outlets, turn off the electricity, remove the electrical plates, and reseal the insides with caulk to keep warm air indoors.
- Unhook garden hoses in order to allow freeze-proof faucets to drain.

These are just a few ideas you can use to ensure your home is ready for the winter.

Happy Holidays!

## **2020 Park Operator License Registration & Renewal Due Dec. 31**

Manufactured home park operators who intend to operate or maintain a manufactured home park in 2020 must register or renew their park operator license online by December 31 at this website:  
[https://elicense.ohio.gov/OH\\_CommunitiesLogin](https://elicense.ohio.gov/OH_CommunitiesLogin).



Any park operator that fails to timely renew the park operator license shall be required to pay a penalty that is equal to 25 percent of the park operator license fee, in addition to paying the park operator license fee.

If there are any questions or issues relating to the registration or renewal of a manufactured home park operator license, please contact Molly Flanagan at 614-644-3130 or [molly.flanagan@com.ohio.gov](mailto:molly.flanagan@com.ohio.gov).

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## **Manufactured Homes Rules**

The Manufactured Homes Program rules have been filed in their final form and shall take effect on Jan. 20, 2020. To view the final forms of the rules, [please click here](#).



You can search by a specific rule number or you can view all the Manufactured Homes Program rules by doing a search for a specific agency's rules and selecting "4781 – Ohio Manufactured Homes Program."

## Cooking Safety

The Division of State Fire Marshal is reminding Ohioans about the dangers of cooking fires in the home. According to the U.S. Fire Administration, about 3,500 Americans die each year in fires and about 18,300 are injured. You can stop the fire before it starts. Use this fact sheet to learn how to prevent a fire in your home.



### Watch What You Heat

- Stay in the kitchen when you are frying, grilling or broiling food.
- If you are simmering, baking, roasting or boiling food, check it regularly, remain in the home while food is cooking and use a timer as a reminder.



### Keep Children and Pets Away from the Cooking Area

- Have a "kid-free zone" of at least 3 feet around the stove and areas where hot food or drink is prepared or carried.
- Never hold a child while you are cooking, drinking a hot liquid, or carrying hot foods or liquids.
- Keep pets off cooking surfaces and nearby countertops to prevent them from knocking things onto the burner.



### Prevent Home Kitchen Fires by

- Staying Alert. You will not be alert if you are sleepy, have consumed alcohol, or have taken medicines or drugs that make you drowsy.
- Heating cooking oil slowly to avoid burns from spattering grease.
- Making sure you turn off the stove or oven when you are finished using it.
- Never using the stove or oven to heat your home.
- Double-checking the kitchen before you go to bed or leave the house. Make sure all appliances are turned off.



### Be Prepared for a Fire

- Keep an ABC multi-purpose dry chemical fire extinguisher nearby. Never use water to extinguish a grease fire. Water and grease are a dangerous combination and could cause hot greases to splatter.
- If you are cooking and a fire starts, turn off the stove or burner and put a lid on the pan to stop it. Never throw water on a grease fire.
- Have a working smoke alarm. A working smoke alarm greatly reduces your chances of dying in a fire.
- Prepare an escape plan and practice it twice a year. Have a common meeting place for everyone to gather. Make sure everyone in your family knows at least two escape routes from their bedrooms.

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## Contacts

### Installers

Ohio Construction Industry Licensing Board  
614-644-2223 option 4, option 1 or  
[Molly.Flanagan@com.state.oh.us](mailto:Molly.Flanagan@com.state.oh.us)

### Inspectors

Board of Building Standards  
614-644-2613 or  
[Michael.Lane@com.state.oh.us](mailto:Michael.Lane@com.state.oh.us)

### Dealers/Brokers

Division of Real Estate & Professional Licensing  
614-466-3412 or  
[Webreal@com.state.oh.us](mailto:Webreal@com.state.oh.us)

### Salespersons

Division of Real Estate & Professional Licensing  
614-466-3412 or

**Installation Inspection/Seal Reports**

Bureau of Building Code Compliance

614-644-2231 or

[Bryant.Hillman@com.state.oh.us](mailto:Bryant.Hillman@com.state.oh.us)

**Parks (including park complaints)**

Ohio Construction Industry Licensing

Board

614-644-2223 option 4 or

[communityinspections@com.state.oh.us](mailto:communityinspections@com.state.oh.us)

**Dispute Resolution**

Division of Industrial Compliance Legal

Section

614-644-3297 or

[Aaron.Johnston@com.state.oh.us](mailto:Aaron.Johnston@com.state.oh.us)

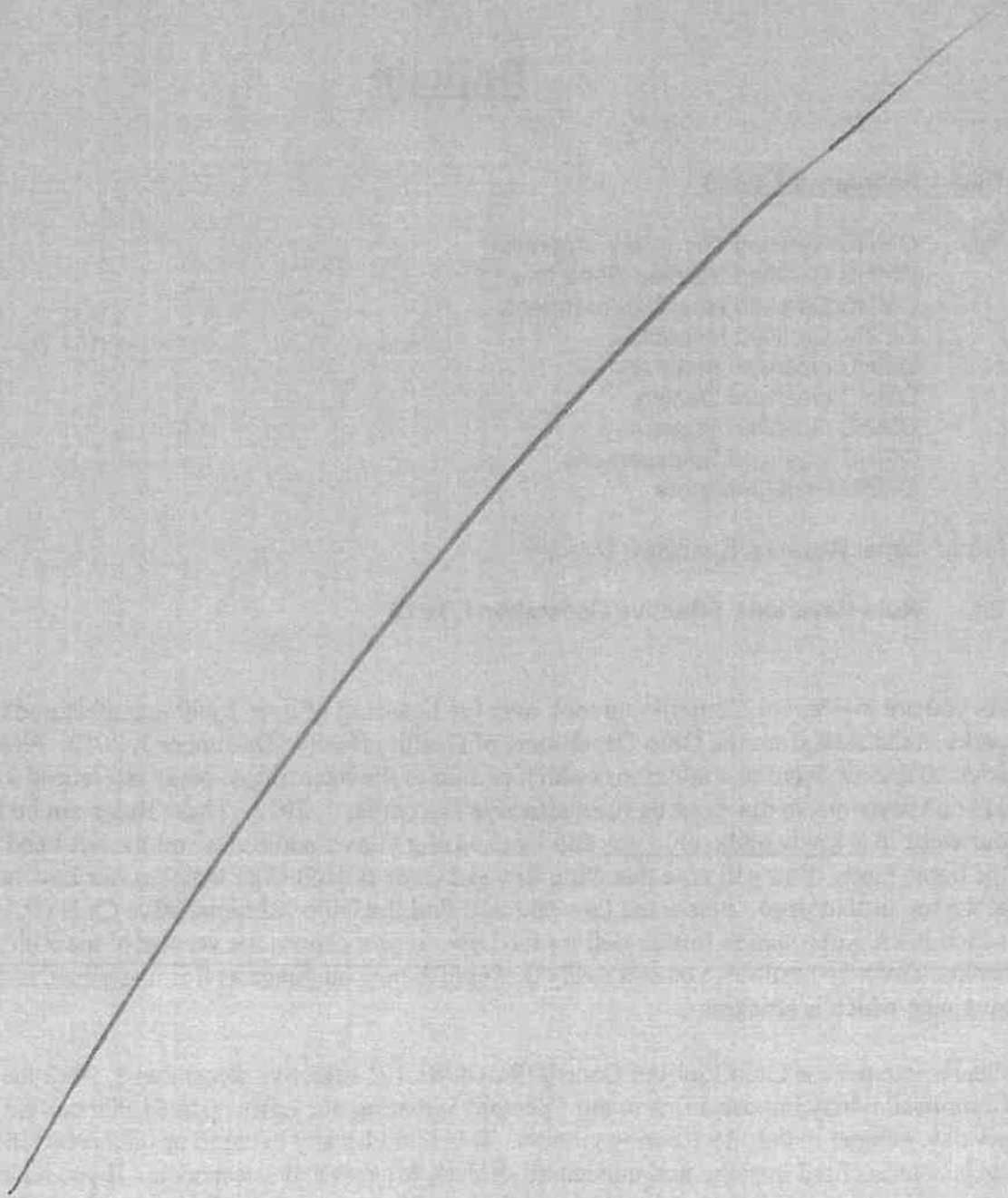
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# **Ohio Manufactured Homes Commission**

5100 Parkcenter Avenue, Suite 103, Dublin, Ohio 43017

## **Bulletin**

Date: February 13, 2013

To: OMHC Certified Third Party Agencies  
OMHC Certified Building Departments  
OMHC Certified Health Departments  
OMHC Certified Inspectors  
OMHC Licensed Installers  
OMHC Licensed Dealers  
OMHC Licensed Brokers  
OMHC Licensed Salespersons  
OMHC Park Operators

From: Janet Williams, Executive Director

Re: **Rule Revisions Effective December 1, 2012**

As you are aware, our Commission took over the licensing of over 1,600 manufactured home parks in the state from the Ohio Department of Health effective December 1, 2012. Please be advised that we have rule additions (which pertain to the licensing of parks referenced in 4781-12) and revisions to our existing rules effective December 1, 2012. These Rules can be found on our website at [www.omhc.ohio.gov](http://www.omhc.ohio.gov) and by choosing "Laws and Rules" on the left-hand side of the home page. You will note that Ohio Revised Code (ORC) 4781 which is our Law is located at the top of that page. Below the Law you will find the Ohio Administrative Code (OAC) 4781 which is the Rules which further defines the Law. If you choose the version of the Rules that are broken down by sections, you can easily distinguish new language as it is underlined and deleted language which is stricken.

Please note per the Ohio Revised Code (ORC) 4781.121 effective December 1, 2012 the Commission may impose a fine to any "person" violating our Laws up to \$1,000 per violation per day, subject to the 119 Hearing process. This includes any licensed or unlicensed individuals such as unlicensed installer and unlicensed dealers, brokers and salespeople. If you have information about unlicensed activity or violations of our Laws after December 1, 2012, please contact our office so that we can bring these individuals before the Commission and make them compliant. Your assistance in creating a level playing field for all would be greatly appreciated!

Should you have any questions on these Laws and Rules, please feel free to contact our office.

Phone: (614) 734-6010 • Fax: (614) 734-6012 • Website:  
<http://www.omhc.ohio.gov>



# **Ohio Manufactured Homes Commission**

5100 Parkcenter Avenue, Suite 103, Dublin, Ohio 43017

## **Bulletin**

Date: February 13, 2013

To: OMHC Certified Building Departments  
OMHC Third Party Agencies  
OMHC Certified Local Health Departments  
OMHC Certified Inspectors  
OMHC Licensed Installers

From: Janet M. Williams, Executive Director

Re: **Manufactured Home Park Base Support Systems & Spacing Requirements (IN PARKS)**

As you are aware the Ohio Manufactured Homes Commission (OMHC) took over the licensing of over 1,600 manufactured home parks effective December 1, 2012. We would like to make you aware of a few changes that have resulted from that change in jurisdiction as follows:

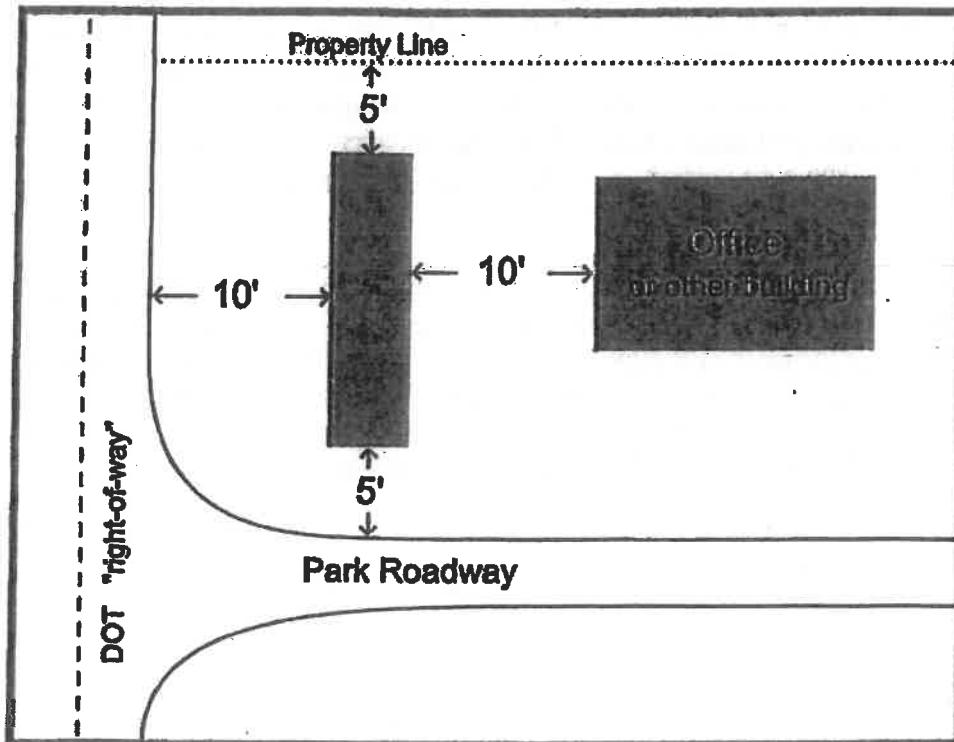
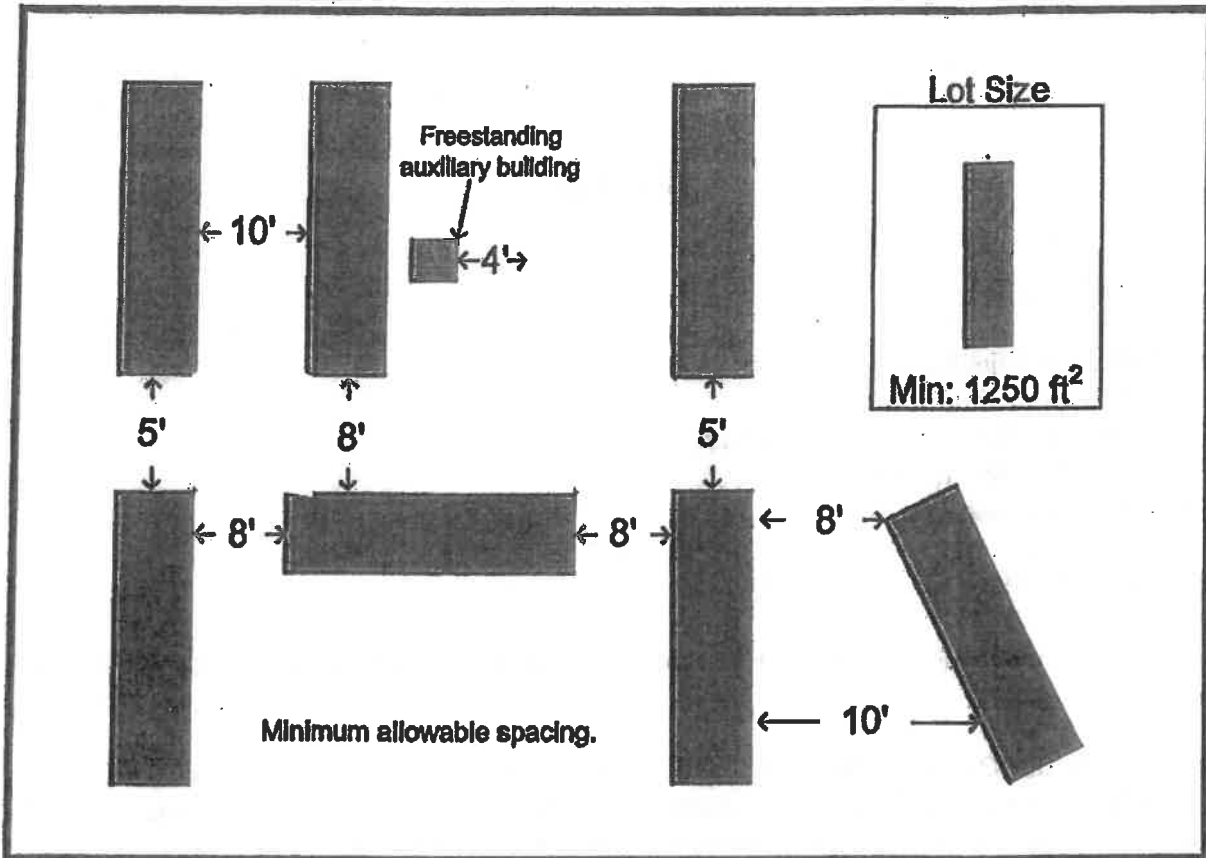
1. In the past the Ohio Department of Health (ODH) required base support approval if a park operator was changing the type of base support system that was currently approved for that particular park or if an individual base support system was being altered more than 50%. The Commission no longer requires a separate base support approval. The certified inspectors shall incorporate base support approval through the plans review process, just as they have done in the past on private property.
2. As part of the plans review process in parks, it is also necessary that the inspection agencies ensure that the proper spacing requirements as identified in Ohio Administrative Code (OAC) 4781-12-08 are adhered to (see attached). In order to determine what the spacing requirements are for that particular park, the park operator needs to provide the year the park was built. Based on that date, the agencies can determine the spacing requirements. It is essential that both installers and inspectors familiarize yourself with 4781-12-08.

Should you have any questions regarding these important matters, please feel free to contact our office.

Phone: (614) 734-6010 • Fax: (614) 734-6012 • Website:  
<http://www.omhc.ohio.gov>

# Manufactured Home Lots - Setbacks

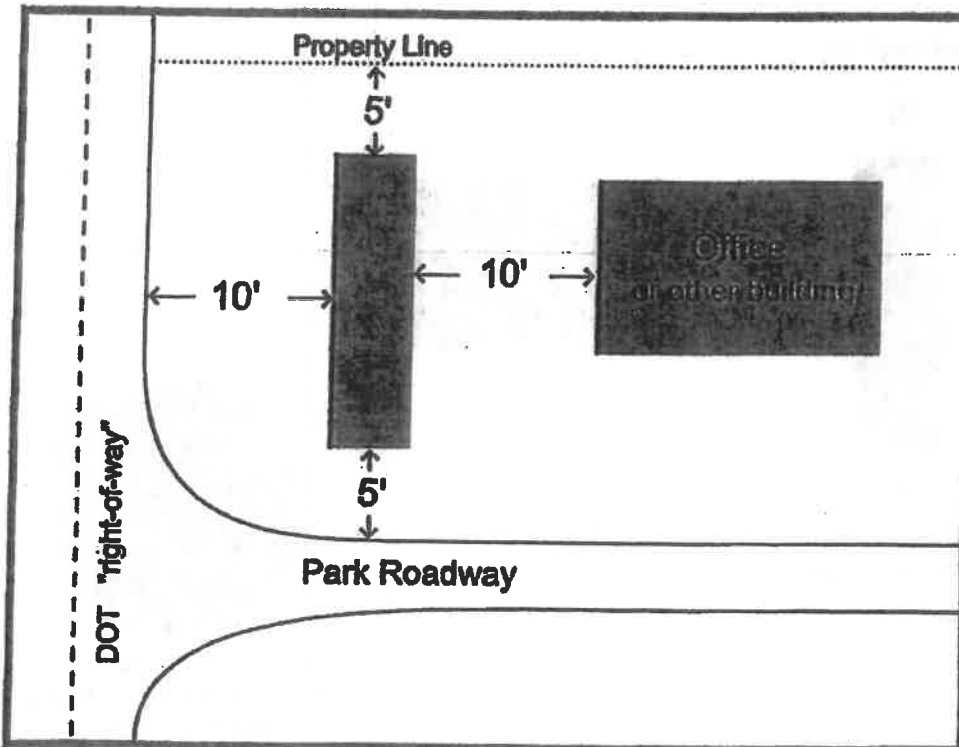
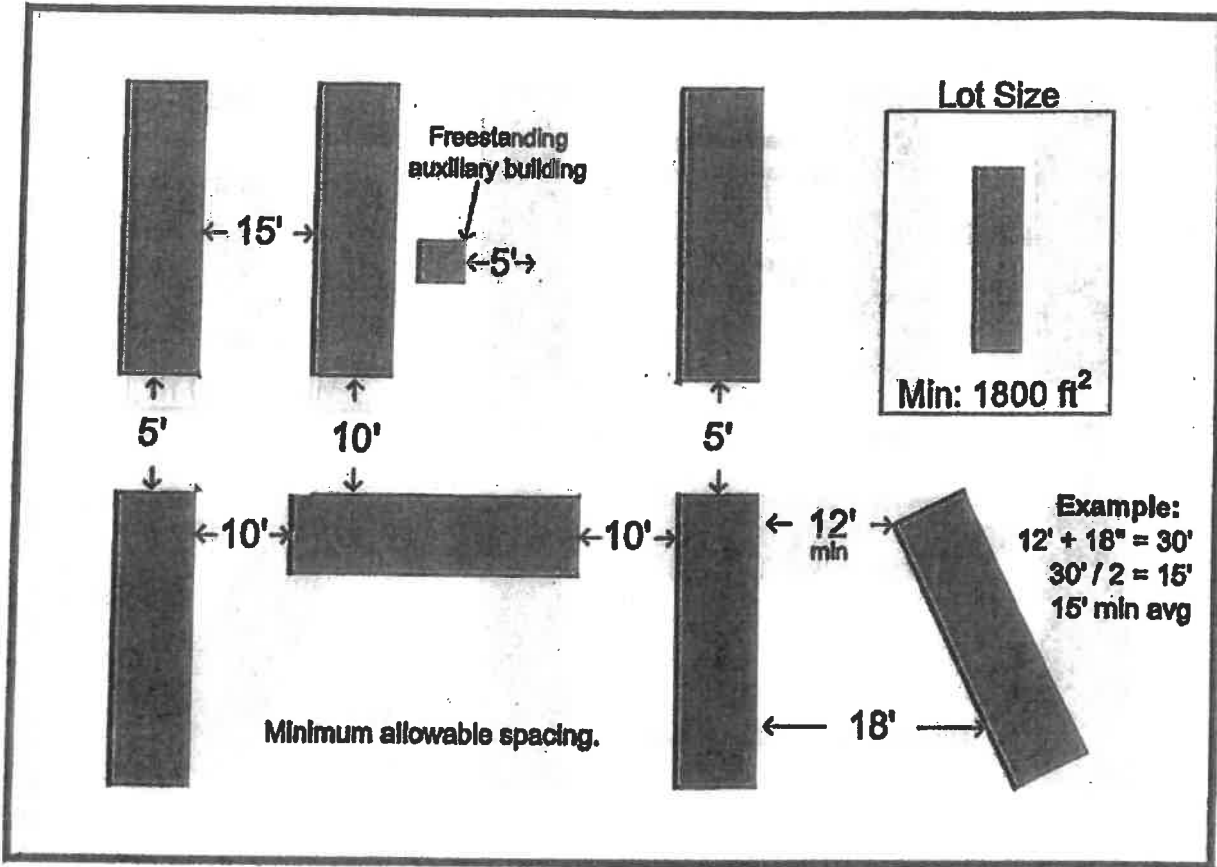
## Parks built before Jan 01, 1961



**ORC Rule**  
**4781-12-08 (E) & (F)**  
**Rev: 05/06/13**

# Manufactured Home Lots - Setbacks

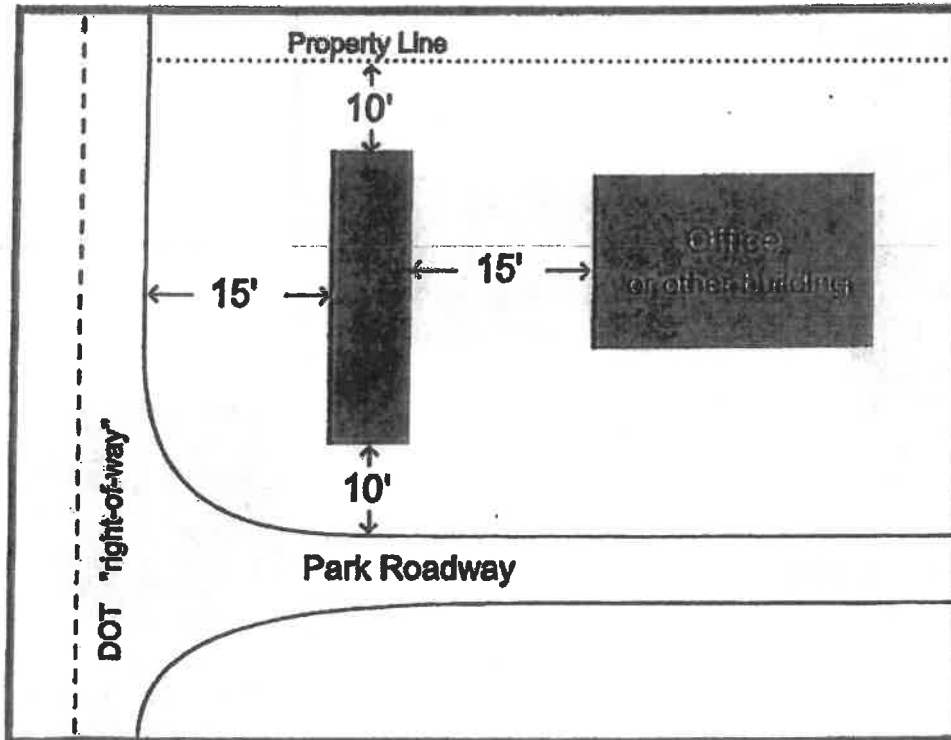
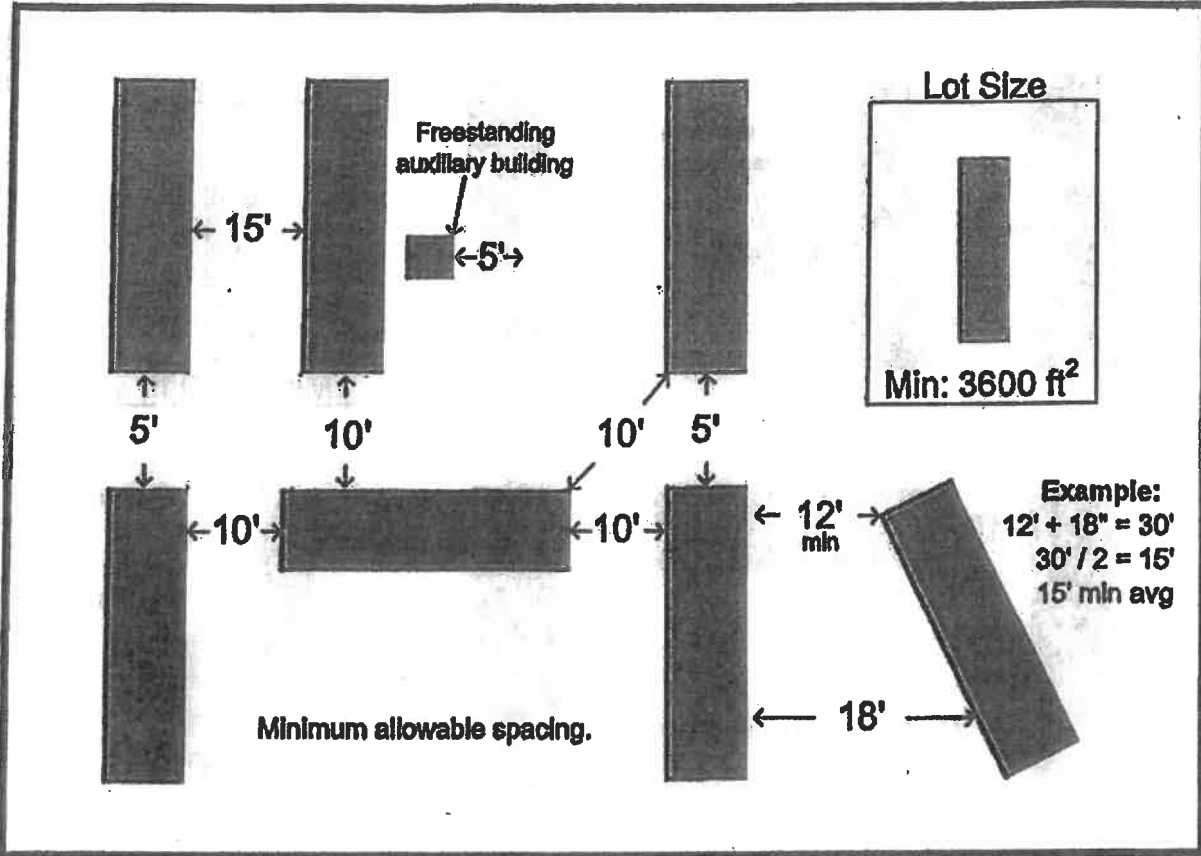
## Parks built after Dec 31, 1961 & before Jun 30, 1971



ORC Rule  
4781-12-08 (F) & (G)  
Rev: 05/07/13

# Manufactured Home Lots - Setbacks

## Parks built after Jun 30, 1971



ORC Rule  
 4781-12-08 (G) & (H)  
 Rev: 02/27/13

4781-12-08

Manufactured home lots.

- (A) Each manufactured home lot in a manufactured home park constructed, changed, or added to after December 16, 1951, but prior to January 1, 1961, shall have a land area of not less than twelve hundred fifty square feet.
- (B) Each manufactured home lot in a manufactured home park or section thereof constructed after December 31, 1960, but prior to July 1, 1971, shall have a land area of not less than eighteen hundred square feet; provided, however, corner lots not exceeding ten per cent of the total number of lots, may have a land area of not less than fifteen hundred square feet.
- (C) Each manufactured home lot in a manufactured home park or section thereof, constructed or substantially altered after June 30, 1971, shall have a land area of not less than thirty-six hundred square feet.
- (D) As of May 8, 1994, each existing manufactured home in a manufactured home park constructed prior to July 1, 1971, is not required to comply with paragraphs (E) to (G) of this rule unless the manufactured home is removed from the lot. A replacement manufactured home must comply with paragraphs (E) to (G) of this rule.
- (E) Each manufactured home, in a manufactured home park constructed prior to January 1, 1961, shall be placed upon the lot so as to provide not less than ten feet distance between the sides of any manufactured homes, eight feet distance between the end of any manufactured home and the side of any manufactured home, and five feet distance between manufactured homes placed end to end.
- (F) Each manufactured home, in a manufactured home park constructed prior to July 1, 1971, shall be placed upon the lot so as to provide not less than ten feet distance from any building, public roadway, street, alley, and any right-of-way designated for vehicular traffic as specified by the Ohio department of transportation or other local jurisdiction, and not less than five feet distance from roadways and parkways within the manufactured home park, and not less than five feet distance from the manufactured home park property line.
- (G) Each manufactured home, in a manufactured home park constructed after December 31, 1960, or substantially altered after June 30, 1971, shall be placed upon the lot so as to provide all of the following with respect to placement of the manufactured home in proximity to other manufactured homes:
- (1) A manufactured home that is placed side to side with another manufactured home or placed at an angle of less than ninety degrees shall maintain an average distance between the manufactured homes of at least fifteen feet, but in no event shall be placed at a distance of less than twelve feet at any point.
  - (2) A manufactured home that is placed side to end with another manufactured home or placed at an angle of ninety degrees or greater, but less than one

# PRESIDENT'S CORNER

Fran Hirsch | President

## Good Resident Relations = Good Business



Fran Hirsch is a long time representative of the association to the Manufactured Housing Institute (MHI), Chair of its Federal Issues Committee, Vice Chair of its Legislative Committee, and member of WMA PAC, and CSPR. She currently serves as president on WMA's board of directors, and is also a past president.

I am so pleased to see this issue of *The Reporter* being devoted to resident relations because my 44 year history in our business has taught me repeatedly just how important it is to continuously work to establish and maintain good resident relations. When your residents go to the microphone at a public meeting and state that it is not right to reduce their community owner's annual percentage rent increase, you know, that your long standing efforts to treat your residents with the respect and fairness that they deserve have been worthwhile and appreciated.

Does this mean giving them everything they ask for or voluntarily charging less than allowed? No, it does not. Does it mean giving them value for what they pay you? Of course it does.

Can we ever expect to be loved, or should we never seek to be thought of in this way? I suggest that the answer to both questions is "No". We are in fact "landlords" or the representatives of landlords and landlords have never had a good image, whether they deserved it or not. Furthermore, I have seen instances of community owners who

gave too much, and ended up paying dearly for doing so. I remember one case in particular of a community owner who never increased his rents and created a wonderland in his community with his own hands. Eventually, however, he had a serious need for more income, and when he tried to raise his rents, his residents rebelled and ended up hating him. He had betrayed their image of him, and they never forgave him for it.

What we should work toward and expect as our reward for our efforts, a wise man told me, is respect, and he was right. Mutual respect has multiple dividends. If we try to negotiate fairly with our residents, we often find that they are unable to deal with the give and take that this requires. I suggest that this is a reflection of their feelings that the negotiation is too one sided, that the "landlord" has all the advantages so they have nothing to give. If they are encouraged to feel that they have the park owner's respect, their own self respect is enhanced, often to the extent that they can comfortably negotiate a win/win deal. The most successful and lasting negotiations occur when both



parties feel that they got the best deal, something that can and does happen when good resident relations are valued.

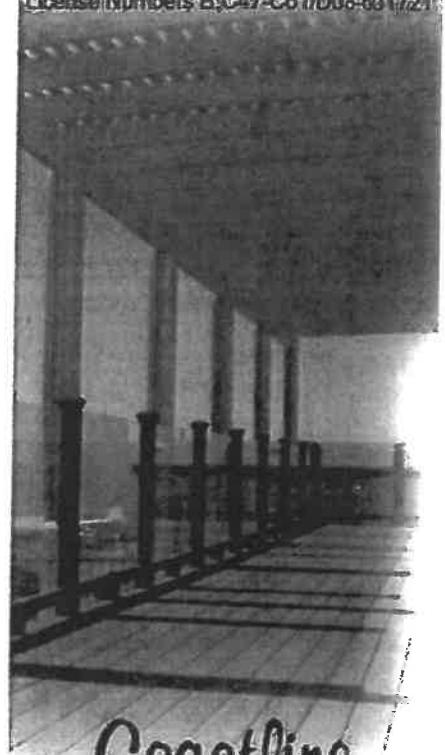
Of course, good resident relations are not something that only park owners or property managers should or do seek. They should set the tone for their on-site staffs who are critically important in affecting whether or not good resident relations are established at a property. If the staff, at all levels, appreciate the need for treating the residents with respect and fairness, and follow through in their interactions with their residents, they will have done a great deal to establish good resident relations. To accomplish this the staff needs to be consistent in their rule enforcement practices and to hold all residents to exactly the same standards. They need to

avoid confrontations and never engage in, or put up with, overly aggressive or insulting behavior. The staff must understand that while they may expect prompt cooperation with their requests of residents, the same standard applies to the manner in which resident complaints are to be addressed.

When everyone adopts the standard of treating others as they would wish to be treated, good resident relations are established and maintained. Happy, satisfied residents mean many fewer on site problems and other benefits when the big issues raise their heads. Therefore, good resident relations are nothing but good business, and every community owner, operator, and on site staff member is nothing but wise to foster them. ■

# Coastline

Construction & Awning Company, Inc  
5742-44 Research Drive  
Huntington Beach, CA 92649  
License Numbers B/C47-C81/D03-001721




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